IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

AUBREY LOCKE,)		FILED: M	MARCH 20,	2008
)	Docket No.:	08CV1653	RCC	
Plaintiff,)	Indaa	JUDGE DE	ER-YEGHIAY	'AN
v.)	Judge:	MAGISTRA	ATE JUDGE	NOLAN
)	JURY TRIA	L DEMAND	DED	
TRANSUNION, LLC, a Delaware limited)				
liability company, NORTHERN ILLINOIS)				
GAS COMPANY, an Illinois corporation,)				
)				
Defendants.)				

COMPLAINT

NOW COMES the Plaintiff, AUBREY LOCKE, by and through his attorneys, Tamari & Blumenthal, LLC, and for his Complaint against Defendants, TRANSUNION, LLC and NORTHERN ILLINOIS GAS COMPANY (collectively, the "Defendants" unless otherwise specified herein), states as follows:

PRELIMINARY STATEMENT

1. Plaintiff brings this action for damages based upon Defendants' violations of the Fair Credit Reporting Act, 15 U.S.C. sections 1681 *et seq*. (hereinafter "Fair Credit Reporting Act" or "FCRA"), and of state law obligations brought as supplemental claims.

PARTIES

- 2. Plaintiff, Aubrey Locke (hereinafter "Locke") is an individual residing at 18075 Whitman Lane, Lansing, Illinois 60438. Plaintiff is a "consumer" as defined by sections 1681 a(c) of the FCRA.
- 3. TransUnion LLC, (hereinafter "TransUnion"), is a Delaware limited liability company licensed to do business in the state of Illinois.

- 4. TransUnion is a "consumer reporting agency," as defined in section 1681(f) of the FCRA, regularly engaged in the business of assembling, evaluating, and dispersing information concerning consumers for the purpose of furnishing consumer reports, as defined in Section 1681 a(d) of the FCRA, to third parties.
- 5. Northern Illinois Gas Company (NICOR) is an Illinois corporation with its principal place of business in Naperville, Illinois.

JURISDICTION

6. This Court attains jurisdiction over this action pursuant to the FCRA, 15 U.S.C. Section 1681(p), and the doctrine of pendent jurisdiction. <u>United Mine Workers of America v. Gibbs</u>, 383 U.S. 715 (1966). Venue lies in the Northern District of Illinois, Eastern Division as Plaintiff's claims arose from acts of the Defendants perpetrated therein.

FACTUAL ALLEGATIONS

- 7. Plaintiff's creditworthiness has been repeatedly compromised by the acts and omissions of the Defendants.
- 8. On or about June 2004, Locke vacated the premises located at 1425 Schilling Avenue, Chicago Heights, Illinois 60411 (hereinafter "Chicago Heights property"). At the time Locke vacated his premises, he contacted NICOR to disconnect all services at that property.
- 9. On or about August 2004, NICOR sent notice to the Locke family that states "as you requested, your gas service has been turned off." Attached hereto as Exhibit "A" is the NICOR notice regarding termination of services at the Chicago Heights property dated August 3, 2004.

- 10. On or about July 2004, Mr. Locke rented the Chicago Heights property to Ms. Phyllis Pointer and Mr. Lester Turner (hereinafter "tenants"), with the express provision that tenants pay all utilities. Attached hereto as Exhibit "B" is the lease agreement between Aubrey Locke and Phyllis Pointer dated July 1, 2004.
- 11. Consequently, Mr. Locke obtained a Court order regaining possession of the Chicago Heights Property on March 15, 2007. Attached hereto as Exhibit "C" is the Court Order for Possession dated March 15, 2007.
- 12. On or about June 2007, Plaintiff received a bill at his current residence in his wife's name for services provided at the Chicago Heights property in the amount of \$2,315.51. Attached hereto as Exhibit "D" is the NICOR bill received by Plaintiff in June 2007.
- 13. As a result, on or about June 11, 2007, Plaintiff sent a letter to NICOR stating that he was not responsible for the bill since those charges were the responsibility of the tenants. In addition, Plaintiff sent another letter to NICOR stating the same on or about June 15, 2007. Yet another letter was sent on behalf of Mr. Locke by his then attorney, Ronald D. Babb, on or about June 19, 2007. Attached hereto as Exhibit "E" are three letters sent by the Plaintiff to NICOR regarding the billing error in June 2007.
- 14. Neither Mr. Locke nor his counsel received a response to the letters sent to NICOR in June 2007.
- 15. Subsequently, as a result of NICOR's failure to correct Mr. Locke's account, his account was sent to collections.
- 16. On or about August 30, 2007 Mr. Locke sent a letter to NCO Financial Systems, Inc. (NICOR's collection agency) stating that the debt was not his and he

attached a letter explaining that the debt belonged to the tenants. Attached hereto as Exhibit "F" is the letter from Mr. Locke to the collection agency dated August 30, 2007.

- 17. Consequently, on or about October 2, 2007, NCO Financial Systems, Inc. sent a letter to Mr. Locke stating that his account was closed in their office and that the collections agency had not reported the account to a credit bureau. Attached hereto as Exhibit "G" is the letter from the collections agency to Mr. Locke regarding his account dated October 2, 2007.
- 18. Nonetheless, as a result of NICOR's failure to properly notate Mr. Locke's account, his account was reported to the credit reporting agencies as being in collections.
- 19. Before the NICOR account appeared on Mr. Locke's credit report, his TransUnion credit rating was 705.
- 20. On or about June 15, 2007, the NICOR account appeared on Mr. Locke's credit report as an outstanding credit and his TransUnion score fell to 693.
- 21. On or about June 15, 2007 Mr. Locke transmitted a request for investigation to TransUnion. TransUnion verified the credit and did not take any action to make changes or investigate further. Attached hereto as Exhibit "H" are the documents forwarded to TransUnion on June 15, 2007.
- 22. Finally, on or about August 14, 2007 and after the NICOR account was sent to collections, Mr. Locke's credit score plummeted to 620.
- 23. On or about November 28, 2007, our offices sent another request for reinvestigation to TransUnion on behalf of Mr. Locke. As part of the request, we attached supporting documents proving that Mr. Locke was not in possession of the property at the time the charges were incurred, that he was not responsible for those

charges, that NICOR confirmed to Mr. Locke in August 2004, that the account has been deactivated and that Mr. Locke did not regain possession of the Chicago Heights property until March 15, 2007. Attached hereto as Exhibit "I" is the dispute request and supporting documentation submitted on Mr. Locke's behalf on November 28, 2007.

- 24. Mr. Locke's dispute with TransUnion was also copied to NICOR, putting the latter on notice of the erroneous entry for a NICOR account that remained on Mr. Locke's credit report (see Exhibit "J").
- 25. TransUnion's investigation results, as set out in a letter dated January 9, 2008, state "verified, no change". Attached hereto as Exhibit "K" is the TransUnion response letter and latest TransUnion credit report.
- 26. Despite the fact that Mr. Locke had confirmation from NICOR's collection company that as of October 2, 2007, the collections account was closed, the TransUnion credit report still showed the NICOR charge as an "Adverse Account." (see Exhibit "J").
- 27. NICOR has simply reverified the erroneous reporting to TransUnion, which in turn kept the information on Mr. Locke's credit report without any further investigation, based on the evidence provided by Mr. Locke.
- 28. TransUnion failed in its duties to properly reinvestigate the claims by Plaintiff.
- 29. Mr. Locke is a mortgage broker/real estate investor who obtains bank loans and lines of mortgage on a regular basis. Consequently, Mr. Locke's credit rating and his ability to obtain loans have suffered tremendously.

30. As a result of the derogatory information reported by NICOR, Plaintiff abstained from applying for credit, had adverse action taken on existing credit accounts and was only able to obtain credit at higher interest rates. Plaintiff has sustained actual damages, including pecuniary loss.

Count I Violation of the Fair Credit Reporting Act Against TransUnion LLC

- 31. Plaintiff realleges and incorporates by reference paragraphs 1 to 30 of this complaint as though fully set forth herein.
- 32. At all times relevant herein 15 U.S.C. §1681 et seq. was in full force and effect.
- 33. In this action, Defendant, TransUnion, issued, assembled, transferred and otherwise reproduced multiple "consumer reports" regarding Plaintiff, as defined in the Fair Credit Reporting Act.
- 34. From June 2007 through the present time period, Defendant TransUnion has continually added, stored, maintained and disseminated personal and credit information about the Plaintiff which is false, erroneous and misleading without employing procedures to ensure the maximum possible accuracy of the information disseminated.
- 35. Defendant TransUnion failed to employ reasonable procedures to timely and properly investigate the accuracy of the negative credit entries upon being notified of Plaintiff's objection to such entries and Plaintiff's request that such information be deleted.

- 36. Defendant TransUnion failed to employ reasonable procedures to timely and properly reinvestigate the negative credit entries on Plaintiff's credit report after being notified by Plaintiff that negative and false entries remained on Plaintiff's credit report.
- 37. Defendant TransUnion failed to properly and timely delete the negative credit entry after Mr. Locke provided sufficient proof that the NICOR account did not belong to him.
- 38. Defendant TransUnion, through its action and inaction and in violation of the Fair Credit Reporting Act, caused great and irreparable injury to Plaintiff by willfully and/or negligently violating the provisions of the FCRA in the following respects:
 - a. Willfully and/or negligently failing, in the preparation of the consumer reports
 concerning plaintiff, to follow reasonable procedures to assure maximum
 possible accuracy of the information in the reports;
 - b. Willfully and/or negligently failing to comport with FCRA section 1681i;
 - Defaming plaintiff by publishing to third parties false information regarding his creditworthiness;
 - d. Invading the privacy of plaintiff;
 - e. Failing in its duty to prevent foreseeable injury to plaintiff.

Count II Violation of the Fair Credit Reporting Act Against Northern Illinois Gas Company

39. Plaintiff realleges and incorporates by reference paragraphs 1 to 30 of this complaint as though fully set forth herein.

- 40. At all times relevant herein 15 U.S.C. §1681 et seq. was in full force and effect.
- 41. Once Plaintiff became aware of the outstanding NICOR balance on the Chicago Heights Property, the Plaintiff immediately notified Defendant NICOR of the billing and credit reporting errors arising out of the Chicago Heights Property., However, NICOR failed to take reasonable actions to rectify the erroneous charges and remove the false information from Plaintiff's credit report.
- 42. Particularly, Defendant NICOR failed to timely investigate the erroneous charges, delete the false information from its own records and notify the various consumer credit reporting agencies of the erroneous and false information previously disseminated.
- 43. Defendant NICOR, with reckless disregard for the truth; furnished, continually disseminated and issued consumer information bearing on Plaintiff's creditworthiness to various credit reporting agencies and other entities which contained erroneous, inaccurate and false information about the Plaintiff.
- 44. Defendant NICOR failed to properly and timely reinvestigate the information it disseminated despite the notification received from Plaintiff.
- 45. NICOR has willfully and/or negligently violated the provisions of the FCRA in the following respects:
 - a. Willfully and/or negligently failing to comport with FCRA section 1681s-2(b);
 - b. Defaming plaintiff by publishing to third parties information regarding his creditworthiness;

- c. Invading the privacy of Plaintiff;
- d. Committing unfair and deceptive acts against Plaintiff in the course if its business in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS §505/1;
- e. Failing its duty to prevent foreseeable injury to Plaintiff.

PRAYER FOR RELIEF

THEREFORE, Plaintiff prays that the Court grant the following relief as against

Defendants:

- a. Actual damages;
- b. Punitive damages;
- c. Attorney's fees; and
- d. Costs.

Respectfully Submitted,

Walid Joseph Tamari

Attorneys for AUBREY LOCKE

File No: 22-105 Walid Joseph Tamari Tamari & Blumenthal, LLC 55 W. Monroe St., Suite 2370 Chicago, Illinois 60603

Telephone: (312) 236-6200

Fax: (312) 416-7963 ARDC: 6270706 JUDGE DER-YEGHIAYAN MAGISTRATE JUDGE NOLAN

EXHIBIT

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31 Oct'07 11:45AM;Job 533;Page 3/3

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Account: 4

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(Unge 2 of 2)

Before digging on your property, call JULIE at 1 800 892-0123. JULIE notifies Nicor Gas and other utilities so we can mark the location of underground facilities.

As you requested, your gas service has been harred off. We appreciate the opportunity to have provided you with natural gas service and look forward to serving you again in the fixture. Just a reminder that if you or your family request service for this address within the next 12 months, you will be billed a Monthly Customer Charge for the time your service was off plus a reconnection charge.

Nicor Services Company is increasing your charge for Gas Line ComfortGuard coverage to \$3.95 per month. The charge will take effect beginning with the October 2004 gas bill. For information call 1-888-864-4141

Annit Amount Due

Date of issue Amust 3, 2004

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Case 1:08-cv-01653 Document 1-3 Filed 03/20/2008 CV age 5/3 of 3 JUDGE DER-YEGHIAYAN

MAGISTRATE JUDGE NOLAN

EXHIBIT

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is consideration of the solution agreement and operating set forth below (the same being fully included at high Lease) OWNER hereby leaves to TENANT and TENANT hereby leaves from OWNER for a private dwelling the Apertment designeted above, ingether with the finance and accessories belonging thereto, for the above term, All parties fined above as OVNER and TENANT are herein referred to individually and collectively as OVNER and TENANT respectively.

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In writing). The time of each and every payment of rant is of the stance of the Lease.

2. TENANT has deposited with OWNER the scourity deposit set forth above for the performance of each and avery covenant and agreement of this Lease. OWNER that it have the right, but not the obligation, to apply the assurity deposit in which the product of any unpaid rant or other mount due because of an unperformed coverant of each unpaid of the product of the assurant paid paid or affected by the last that the production of the coverage of the product of the last that the product of the last the p

). The application for this Legge and all representations and promises contained therein are hereby made a part of this Legge TENANT warrants that the information given by TENANT in the application is true. If such information is false, CIWMER may at OWNER'S option terminate this Legge.

CIWNER may at OWNER's option terminate this Lesse.

4. TENANT has as mined the Apartment and acknowledges that, excess for the work OWNER has agreed to do in the application or otherwise in writings. TENANT is astheted with the present physical conduitant of the Apartment and that neither OWNER nor OWNER's exent have made any representations or promise senerality in the physical condition except thouse securiously set forth in this Lesse. Upon resonable notices from TENANT. OWNER that he physical condition except thouse securiously set forth in this Lesse. Upon resonable notices from TENANT. OWNER that he play set of conditions against a description of the physical set of the following promocety (except if regalt is necessitated by TENANTS negligence or willful active (e.g. 1) furnished by OWNER, the recigarator, above, or conditioning units and distinctions, and electrical pass, wiring and related facilities and (c.) The Apartment and exterior with, supposits prilling and read. The leading on the foregoing in repair shall not stated to obligation of TENANT in pay rent, and TENANTS into termination of the foregoing in repair shall not consider the continuous and repair to the physical continuous states of the physical states of such works.

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J. The Aperiment that to occupied solaly for residence surposes by TENANT, those other persons listed in the application for this Lease, and any children which may be born to or legally adopted by TENANT during the Term. Neither TENANT nor any of these persons shall perform or permit any practice that may demage the reputation of or otherwise be injurious to the Building of the neighborhood, or be givening to other lensits or increase the rate of insurance on the Building.

8. TENANT shall melther subtet the Apartment of any part thereof nor assign this Lease nor parmit by any act of details of himself or any parton any transfer of TENANT'S injected by operation of law, nor ofter the Apartment or any part thereof for lease or subtlease without, in each case, the written consent of OWNER, 17 TENANT versites or absording the Apartment, ten (10) days non-occupation being deemed an abandonment, or breaches any coversant or expression the Apartment, ten (10) days non-occupation being deemed an abandonment, or breaches any coversant or expression the results by TENANT shall constitute a foreible distainer and it OWNER, 18 tener effection of postersistanthe results by TENANT shall constitute a foreible distainer and it OWNER as a sisterible by OWNER on any pressive interests by operation of law such as TENANT's handrugiey or incolvency, in any such event the Apartment of TENANT's interest by operation of law such as TENANT's handrugiey or incolvency, in any such event the Apartment of any part of it may be retail by ONER or Swell seast, but in such terms and such periods OWNER on any sites without celeaning TENANT from any like hilly under this Least. On such termination TENANT shall surrender pottession of the Apartment and the posteration of the Apartment and acapet and remover TENANT for any other person who may be occupying the Apartment and to reposites himself of the Apartment and the law of the reposite himself of the Apartment and the reposite of the partment and the reposite himself of the Apartment and the reposite himself of the Apartment and the reposite himself of the Apartment and the reposite of the partment and the reposition of the Apartment and addition shall say all expenses of galeting, including decorating, reposite, replacements and brokerses commissions it rates recommended by the Chiesgo Resi Es

- 7. TENANT shell make no alterations or additions not install not metalain in the Apariment or any pact of the Buikking, interior or exterior, major appliances or devices of any kind Without in each case the written consent of OWNER and no the terms and candition, specified in such written content of all signations, additions and fixtures (including locks and polits) that remain or part of the Aparlment unless OWNER otherwise clocks.
- 2 OWNER, OWNER'S spent and any other period suitorited by the same shall at any time have the right of free access during the Term to Inspect, steel, alter or exhibit the Aperiment for sale, and at any time within alnesty (90) days or OWNER's again shall determine, all without interference of any kind and reperdies of such pieces as OWNER or OWNER's again shall determine, all without interference of any kind and reperdies of account by TENANT or other. TENANT chall pay OWNER case (1) month's tent as illquidated demages for each interference with the rights set forth in this paragraph.

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- o OWNER shall familib is and for the use of TENANT, in fatures provided for such purpose by OWNER and on other fatures, hot and sold water during the Term and. In redistors or other healing fatures in the Apartment, a reasonable amount of heat at reasonable heart from Espicional 13 to June 1, 22 required by the applicable Mushinger Code, except what prevented when prevented when the survey or prevented not OWNER, or typed during the repair of the appearance provided in the Building for the furnishing of water and heat.
- 10. If the Appriment becomes untenentiable by reason of fire, explosion or other especially. OVNER may at his applied terminate this Lease or repair the Apenment within one hundred (wenty (120) day), if OWNER does not repair the Apenment, within this time, or if the Building is whatly destroyed, the Term hereby created that are a sand determine. If OWNER elects to repair the Aperiment, the rest shall be obsided and present from the date of the fire, explosion or other enables to the date of resocupancy, gravided that during repairs TENANT has vecated the Aperiment and removed TENANTs portering if required by OVNER. The data of reoccupancy shall be the date of notice to TENANT that the Aperiment is ready for occupancy.
- (1). If the whole or any substantial part of the Building is taken or condemned by any competed authority for any public use or purpose, the Term of this Lease shall end upon, and not before, the date when possession of the part so taken that he required for such the or purpose, and without apportionment of the award. Current shall be apportioned as of the date of such termination.
- 12. At the termination of this Lease by lapse of time or otherwise, TENANT stell yield up immediate peopassion to OWNER and deliver hit keys to OWNER or OWNERS agent at the place where rent is payable. If TENANT falls to to TENANT their for each day TENANT englished to occupy the Apartment pay as liquidated damages a sum equal to the monthly rent provided for in this Lease divided by five (3).
- its modally rate provers for in the Leave streem of the Latin or any extension thereof or any holdover tenancy shall not be wrived, released or terminated not shall the right and power to confess bidgmani pursuant to paragraph 17 bereaf the welved or terminated by the service of any five-day collect demand for possession, notice of termination of tenancy, institution of any sellon of the read detains, she meant or for any judgmant for possession, or any other act or new resulting in termination of TRNANTS right of possession.
- (b) The payment or resulpt of rest due shall not waive or effect any such gotice, demend, suit or judgment or la any manner waive, affect, phensa, modify or siter OWNER'S rights or remedia.
- (c) The acceptance of liquidated damages pursuant to paragraph 12 shall not be a waiver by OWNER of the right of re-entry, not thall any other act in the apparent affirmance of the tenancy at the termination of this Leave operate as a waiver of the right in terminate this Leave operate as a major of the entry of the provisions of paragraph 12 affect OWNER's right, at his deciding to trait TENANT as a holdower leavest under the terms of this Leave.
- (d) TENANT hereby waiver any and all notices, elections, demands and terminations by or from OWNER whether or not provided for by littude statute, except only if weiver is specifically prohibited by statute
- (e) The acceptance by OWNER of rent after it fells due or after knowledge of any branch of this Lence by TEN-ANT, or the givint of any noise or making of any demand or any other series waiver by OWNER other than a specific written waiver or election, that not be construed as a waiver of any right of OWNER under this Lease or to an election not to proceed under provisions of like Lease.
- (1) OWNER'S right and remedics under this Lease are cumulative. The use of one or more thereof that not explude or waive any other right or remedy.
- (g) Except only to otherwise specifically provided by Illinois statute, helither OWNER nor OWNER'S agents shall be liable for damages to TENANT or in any persons claiming through TENANT (one shall rent be abased) for damage to or lost of property wherever located from any cause whelever.
- (h) TENANTS rights under this Leas and say extensions thereof this be and are subordinated as all times to any present or future mortages on the real statis (or any part of fi) on which this Building is situated and to all advances upon the security of such mortages. TENANT shall execute any further instrument required by ONNER to affect such subordination and hereby therefolly appoints ONNER (and, if more than one specific and appoints ONNER, any one of them) as attornsy-in-fact to execute and distinguished in TENANTS name.

14. TEMANT shell pay OWNER all OWNER'S copie, expenses and attornay's feet in and about the enferoement of covenants and agreements of this Lepte.

- 13. The rules and regulations at the end of this Lease shall be a part of this Lease. TENANT agreement and agreem to keep and observe these rules and regulations. TENANT also tavenesses and agrees to keep and observe such further reasonable rules and regulations as may later be required by OWNER or OWNER'S agent for the peccessary, proper and orderly eare of the Building.
- is. All coverant and agreements on this Lause shall be binding upon and inure to the beneat of the heirs, executors, administrators, successors, and maight of OWNER and TENANT, subject to the restrictions set forth in paragraph & bertol.
- 11. TENANT (and it more than one person's same separates TENANT, and to them jointly and severally) brevel, but the property such as the person of the perso

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RULES AND REGULATIONS

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JUDGE DER-YEGHIAYAN MAGISTRATE JUDGE NOLAN

EXHIBIT

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Order for Passession	/* <u> </u>	CCM-I	N114-15M-2/28/05 (43480658)
	IN THE CIRCUIT COURT	OF COOK COUNTY, ILLINOIS	
	MUNICIPAL DEPARTME	ENT / DISTRICT	"/
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Ø	ν.	Plaintiff(s)	m6 6309
)/)	011	
- Thylliair		Defendant(s)	
	pants 0	,,,,,,,,	
	A CASED ORDER FO	R POSSESSION	
This cause coming on to	be heard upon the complaint of	f the Plaintiff(s), (Lee Issee	1) Hoche
)
	. ^	, and the issues th	ereof having been beard and
determined by	he court and	d suid	having found that the
	(court) (jury)	(court) (jury)	
Plaintiff(s)	ren D. Jacke	is/are	entitled to the possession of
the premises described herein	n. O.		
IT IS THEREFORE ORDER	RED AND ADJUDGED:	\mathcal{D}	·)
1. That the Plaintiff(s) has	ave and recover of and from the	Defendant(s), Thylin	TOUNKER
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2. That the Plaintiff(s) ha	ave and recover of and from the	e Descudant(s),	
the sum of	POSSEMBN O	NLY- PRUITOST	dollars and costs.
3. Enforcement of this ju-	dyment is stayed untii 119	TANTOR CO	279.00
I hereby certify the above to I		(date)	J. J. Com
Dated:		Y	
	Clerk of Circuit Court)	This order is the command	of the Circuit Court and
	••	violation stelle of is Subject	to the penalty of taw.
	a carrier in the contract of		
	Court of Cook County Plinois	NTE MALIONE 1675	
Atty. No.: 5.2094	Court of Cook County Plinois	FRANK CASTIBLIONE-1675	
Atty. No.: 52079 Atty, Name: <u>1671.066</u>	D. Za Alange	Mary 123 50001	
Atty. No.: 55094 Atty. Name: 15126 Atty. for Plaintiff (or) Pro Se	Plaintiff:	FRANK CASTIGLIONE 1675 MARY TISY 2087 OO PARTY BROWN OUR THE CHICAGO THE CHI	7-7-
Atty. No.: 52074 Atty, Name: 1201214 Atty. for Plaintiff (or) Pro Se	Plaintiff:	Mary 123 50001	775
Atty. No.: 53094 Atty. Name: 15126 Atty. for Plaintiff (or) Pro Se	Diaintiff:	MARY BROWN OO THE CRICUIT COURT OF COOK COUNTY, IL ATTY CLERK	7-75
Atty. No.: 520?/ Atty. Name: 12712/A Atty. for Plaintiff (or) Pro Se Address: 12757 City/State/Zip:	Diaintiff:	Mary 123 50001	Judge's No.
Atty, No.: 5294 Atty, Name: 152126 Atty, for Plaintiff (or) Pro Se Address: 2737 City/State/Zip: 566	Plaintiff: (1) 12 (10) = 10 (10) (10) (10) (10) (10) (10) (10) (MARY BROWN OO THE CRICUIT COURT OF COOK COUNTY, IL ATTY CLERK	·

EXHIBIT

1 888 NICOR 4U

1 888 642-6748

(Phigratian at

\$37.62

4323,19

\$30,52

\$191.33

Energy Profile

Average Daily Cost 2007 \$15.43 2006 N/A

Average Daily Therais 2007 17.23 2006 N/A

Total Degree Days 2007 4.381 2006 4,183

Visit the "My Account" section of nicorgus.com where you can conveniently:

- · Pay your bill
- · Sign up for email reminders, Auto Payment and Budget Plan
- Make paymeni arrangements
- · Submit a meter read
- . View your gas use history

Pontela J Locke

For eas service in the following location. 1425 Schilling Ave, Chiengo Heighis

Moter Reading Meter Number 2868344 Conversion to Themic 2551 X 1003 (133) and 258(13) and 258(13) Themic 2551 X 1003 (133) and 258(13) and 258(13)

Residential Gas Hear Service - Dec 04, 2006 - Dec 31, 2006

Delivery Charges
Manday Cantoner Charge
First No herons
18.67 @ \$1.455
10.50 Therons
10.50 Therons
10.50 Therons
13.7 1.65 \$10549
Environmental Cast Recovery 185 1849 \$1140.11 8,25 3,94 1 98 31.61 1.80

Natural Gas Cost 323.19

Taxes
Minaripal Utility Tax \$360:85 (\$ 5.156,
Utility Fund Tax \$360:81 (\$ 5.156,
State Revenue Tax 482 (\$ 6.56) 18.8

Residential Gas Heat Service - Jan 01, 2007 - May 02, 2007

Delivery Charges 11.98 2.06 98.53 5.43 1.98 1.22 of 30 days) Frunchise Cost Adingunem (for 1.22 of 30 days)

Narural Gas Cost 534,06 Thema x 50,67 487,38 Thema x 50,72 514,06 Thema x 50,85 54,46 Thema x 50,85 34,46 Thema x 50,86 157,82 347,11 443,27 439,31

\$1,617.35

29.64

3162.93

Please derach and return with your payment

Current bill \$2315.31 due by 06/27/2007

Due by 6/27/07

Paroela J Locke 18075 Whinnan Ln Lansing 11, 60438

Indicate amount added for Sharing:

PO BOX 416 AURORA 11, 60568-0001 الماسالاستفالينا السالفا الأساليا والتاساليا

99 90 24 1498 4 0002315513 0002315513 9

Filed 03/20/2008CV Page 31 of 6

JUDGE DER-YEGHIAYAN MAGISTRATE JUDGE NOLAN

EXHIBIT

Fage 2010
Sume thy 2007 Dear Sir/Madam: I'm writing you in Regards to your Dicore Goes Will, account FOR #2,315.51 FOR address 1425 Schulling Ave in Chicago Heights I presently reside out 18075 Whitman Lane in Landing It. since Some 2004 with account (see enclosure) I have nove used or am responsible for any can use at 1425
Schilling Ave in Chicago Heights since Time 2004 when
I peopled service to be discontinued in my name. It was confirmed by over that you had done so in Sund 2004. I am not on the non have I lived out 1425 Schilling Ave in Chicago Heights sine June 2004. The New tenant, Phyllis Pointer AND LESTER Turner have Resided there as section 8 tenants since July 2004 (see (ease enclosures). Enclosed leaves charly show that Here tenants were responsible for all utilities includen I find it appalling that you would send me this as pells. bill for gas I did not use or surely did not authorize with no real Justification to do so. Taying to resolve with no real Justification by phase is even more if with your operators by phase is even more furtration, with them requiring to gave me any addressed furtration, with them requiring to gave me any addressed to come in and resolve this matter. Not only will to come in and resolve this matter. Not only will I defend my reputation by disputing this tall with the credit bureaus, but will most occurred by file any legal action necessary against Nicoe Goz to house you correct this unjustified attack and

Case 1:08-cv-01653 Document 1-6 Filed 03/20/2008 Page 3 of 6 hat out aftempt on trying to Ruin my good name.

I am here by requesting that you take the bull and of my name as I am officially disputes
there changes. You need to track down the
people who have sole responsibility to you, namely Physics Pointen & Lester Turner, for payment. I hope to & hear bowarably from you soon. Yours Jules ! Pamela I Joseph

Case 1:08-cv-01653 Document 1-6 Filed 03/20/2008 Page 4 of 6

Dear Su/Madam

I'm winding you in regards to your Nicos Gas oil account for \$2315.51 for address 1425 Schilling Are in Chicago Heights, I I presently reside at 18075 Whetman Lane in Lansing II since June 2004. I have never used or am responsible for any gas use at 1425 Shelling The in Chicago Heights since June 2004 The new tenants, Phyllis Pointer AND he ster Turner have resided there as section 8 tenants since July 2004 (See lanse enclosures). Ehclosed leasers clearly show that these tenants were responsible for all utilities including gas bills How dane you Nicor Gas put this bill on my credit report, thereby pulling down my score with trans union and towering my overall sico score (see endoure) inth no real justification to do so. Not only will
I defend my reputation by disputing the hill
with the credit burears, but will most assured by file any legal action recessors against Nicore

Language 1:08-cv-01653 Document 1-6 Filed 03/20/2008, Page 5 of 6 affair and blatant unwarranted attempt at trying to Rinin my Good name. I did not use or surely did not authorize any Goo use dowing the period of Said bill. Please be advised that you have already caused damage to my overall sico socie sor which I am holding you liable. I demand that you take this bull of and totally datate it from my credit report as I am officially disputing these charges Please sond confirmation that von have done so to: Aubrem D. Locke 18075 Whidman Lane Lansing, Ic. 60438 Thanks in advance for your co-spendium. Yours July, Auber D. Jock

THE LAW FIRM OF

RONALD D. BABB, LTD.

RONALD D. BABB



PERSON RED IX TO:

3: 73:7 S. Mastern Avenue, Suite \$207 F un Enland, Illinois 60406 7 6/488-5520 F.N: 708/208-5520

June 19, 2007

Nicor Gas P.O. Box 190 Aurora, Illinois 60507

Re: Account

To Whom It May Concern:

Please be advised that our firm has been retained by Aubrey and Pamela Locke with regard to the above referenced ac ount number.

Please also be advised that my clients are disputin the validity of this debt. My clients do not live at 1425 Schilling Ave., Chicago Heights, Illinois and have not authorized as service at that location. My clients have been actively dispulling this debt with no response from your company. Additionally it has been brought to our attention that the party responsible for the bill, Lester Turner, has also been billed for the current outstanding bill of \$2,315.51. In spite of my clients notifications to you, you still reported this as their debt to the credit bureau.

It is our hope that no legal action will be necessary in this matter. We ask that you send my clients notification that you are no longer holding them responsible for this bill. Also, please forward me, and my clients a copy of your notice to this credit bureau(s) correcting this error.

Very truly yours,

RONALD D. BABB, LTD.

Ronald D. Babb Attorney at Law

RDB/jb

Case 1:08-cv-01653 Document 1-7

Filed 03/20/2008 Page 1 of 5 08CV1653

JUDGE DER-YEGHIAYAN MAGISTRATE JUDGE NOLAN

EXHIBIT

8 30 27

Re: Acct *

Dear Sir Madam:

I am disputing this debt. In accordance with federal law I Need Verification from your chant as to the validity of this Lebt. This is a blatant unwarranted attempt by your chant to min my good name as I did not use or much did not authorize the use of gas from your client. I again and disputing this debt. togal action is already in the process of being Wed against Nicor Gas for the domay abreaty Lone to my credit. My overall fico Scene has been damaged and I am holding your elient, Nicon Gas hable. I demand that your date this ball of our and totally delete it from my credit perfort as I am officially disputin Yours trubs, Ashen D. Jock these changes.

P O BOX 15630 DEPT 99

"*WILMINGTON DE 19850

Calls to or from this company may be monitored or recorded for quality assurance

0053 1097

AUBREY DIOCKE LAD75 WHITMAN UN LANSING II. 60938-1523

NCO FINANCIAL SYSTEMS INC

507 Prudential Road, Horsham, PA 19044

800-621-7195 OFFICE HOURS 8AM-9PM MON THRU THURSDAY 8AM-5PM FRIDAY 8AM-12PM SATURDAY Aug 25, 2007

८०४ अंबु

1000

Carrer.

 $(y_{i,j},y_{i+1})$

Dear AUBREY D LOCKE.

Check here if your address or phone number has changed and provide the new information below.

You have not responded to our letter(s) regarding the above account. We are sure you have a reason for not resolving this matter. However, we have no way of knowing unless you advise us. Please complete the information below and mail it to us.

Interesc

4.000

Int rate

1) I can pay \$ per month starting

2) I haven't paid because This NOT DEBT. my

You may also make payment by visiting us online at www.ncofmancial.com. Your unique registration code is C3V7X509-9BJ4CZL

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

Principal.

27.15.51

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT (MAKE SURE ADDRESS SHOWS THROUGH WINDOW)

Account # Due Date Total Balance \$ 2315.51

AUBREY D LOCKE Payment Amount

\$

Make Payment To:

hallblalalaldhablalaladillagtellkadid NCO FINANCIAL SYSTEMS PO BOX 15740 WILMINGTON, DE 19850-5740

NCO J

Document 1-7

Filed 03/20/2008

Page 4 of 5

P.O. Bax 2000 Chester, PA 19022



01/09/2008 TransUnion

POFK2Q00301635 1027295 AUBREY D. LOCKE 18075 WHITMAN LN LANSING, II. 60438

Our investigation of the dispute you recently submitted is now complete. The results are listed below.

If our investigation has not resolved your dispute, you may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you.

If there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last one year for any other purpose.

If interested, you may also request a description of how the investigation was conducted along with the business name, address and telephone number of any company we may have contacted for information.

Thank you for helping ensure the accuracy of your credit information.

Investigation Results

NICOR GAS

DESCRIPTION RESULTS
VERIFIED, NO CHANGE

Any corrections to your identification requested by you have been made, and are included in the following credit report.

SPANIEM: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
 Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: MCO Survey Stanford For Demand 	A. Signature X
Austen PA 19044	3. Service Type Contified Mail
2. Article Number 7005	1160 0002 7959 3960
PS Form 3811, February 2004 Domestic Re	turn Receipt 102595-02-M-15-10

EXHIBIT

G



507 Prudential Road Horsham, PA 19044

1-866-305-9426 Office Hours: 8:00 a.m. - 9:00 p.m. Monday through Thursday, 8:00 a.m. - 5:00 p.m. Friday, 8:00 a.m. - 12:00 noon Saturday

October 2, 2007

Aubrey D. Locke 18075 Whitman Lane Lansing, IL 60438

Re: Our Reference No(s).

Creditor(s)

Nicor Gas 1844

Ferry Road, Naperville, IL 60563

Account No.

Dear Aubrey D. Locke:

Thank you for your inquiry regarding the above-referenced account. Please be advised that the above-referenced account is closed in our office. Further inquiry regarding the underlying debt may be directed to Nicor Gas.

According to our files, we have not reported the above-referenced account to a credit bureau. Please be advised that NCO Financial Systems, Inc. cannot effect a change to how any other company or entity may have listed the account on your credit profile.

We appreciate the opportunity to respond to your inquiry.

Verylandy yours.

Jamal Hutchinson Incoming Data Management

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

Calls to or from NCO Financial Systems, Inc. may be monitored or recorded for quality assurance.

Case 1:08-cv-01653 Document 1-9

Filed 03/20820081 6F33e 1 of 4

JUDGE DER-YEGHIAYAN MAGISTRATE JUDGE NOLAN

EXHIBIT

Request for Investigation

- Initiate an investigation at www.transumion.com/investigate or
- Complete and return this form to the address at the end of this form

Once you submit your dispute:

- TransUnion will contact the company that provided the information (lender or public record source) with a request to verify the accuracy of the information.
- The company will then advise TransUnion whether any changes should be made to the information.
- Upon conclusion, usually within 30 days of the date we receive your request, a report reflecting the results of the investigation will be mailed to you via first-class U.S. mail. Please allow 3-5 business days for mail delivery following the completion of our investigation.

Step 1 · Enter Personal Information Please enter the following required information: Aubre D · Loclic File Number (FIR)	
Other Name(s)	en e
18075 Whitman Lane	
Address	and the second s
LANSING TI 60438	
(708) 439-3632 South	a HOLLAND MORTGALE
and the control of the state of	
Source convenuence : Description	**
Step 2 - Enter Investigation Details Please provide details on why items on your credit report may be inaccurate.	Use additional space on the back of the page if necessary.
NICOR GAS	
Company Name	Company Name:
Account#:	Account #:
This information is inaccurate because:	This information is inaccurate because:
This is not my account	This is not my account
I have never paid late	☐ I have never paid late
☐ This account is in bankruptcy	 This account is in bankruptcy
☐ This account is closed	☐ This account is closed
☐ I have paid this account in full ☐ I paid this before it went to collection or	☐ I have paid this account in full
 I paid this before it went to collection or before it was charged off 	 I paid this before it went to collection or before it was charged off
Other: NEUGR USED UR	Other:
AUTHORISED GAS BILLED IN	SASSISSION COMMUNICATION OF THE COMMUNICATION OF TH
	process of the control of the contro
THIS ACCOUNT	with the second of the second
	· ·

FransUnion

Company Name:		Company Name:				
Account #:	ing again ang paga	Account		waning pagasarang	general grande	
This information is inaccurate because; This is not my account I have never paid late This account is in bankruptcy This account is closed I have paid this account in full I paid this before it went to coll before it was charged off		00000	ormation is inaccurr This is not my acc I have never paid This account is in This account is cit I have paid this ac I paid this before before it was char	ownt late bankruptcy rsed count in full it went to collect ged off		
Other:	Andrew Control of the		Other:		11.0	
The second second companies and approximately contained to the second containe	Separation of the second secon			सम्बद्धाः		
Step 3 - Enter Previous Address/Employer Correcti Please use this space for corrections to your previous ad additional comments.	ons and Additio	nel Commen , corrections t	ts (Optional) o your previous emp	oloyer informatio	n and for	
an di		11 1		erek erekerik		
and the state of t	e nga mbantahan merenca panasan an amaram (p	Comment of Service American	region and an arrangement of the contract of t	the second profession of the second	er Sedhalan segalih	
The state of the s	A AND ADMINISTRATION OF THE PARTY OF THE PAR	remarker to a com-			er en waterere.	
					ra samuela antari	
	بدادية فيستخاروا بذب بالمستعدد	and the second of the second	ista jiyooli ta kaleey ingiy waxika makk	, administrative de la constitución	Sangan Sanga	
The state of the s	دينور المقارات الناوال المتعادد				**************************************	
Signature: Autre - D Joch						
7						

Step 4 - Return this form to: TransUnion Consumer Solutions P.O. Box 2000 Chester, PA 19022-2000

TransUnion

SENDER: COMPLETE THE SECTION	in ali amingan asikan sakan dalam sakan saka Sakar 1731-3345, Sili Sakar Saka
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mallplece, or on the front if space permits. 1. Article Addressed to: Raws which Consumer Solution.	A. Signatur Transumon LL Agent Addressee B. Received by (Principles 2007) C. Date of Delivery D. is delivery address below: No
Po Box 2000 Charles, PA 19022-2000	3. Service Type Substance Description Express Mail Description Description
(10000000000000000000000000000000000000	00 0001 1158 1704
PS Form 3811. February 2004 Domestic Re	turn Receipt 102595-02-M-1540

EXHIBIT

Tamari & Blumenthal, LLC

ATTORNEYS AT LAW

55 W. Monroe Street Suite 2370 Chicago, Illinois 60603 USA

Phone: (312) 236-6200 Fax: (312) 577-1593

November 28, 2007

TransUnion PO Box 1000 Chester, PA 19022

Dear Trans Union Representative:

Our law firm represents Mr. Aubrey Locke. Mr. Locke's address is 18075 Whitman Ln, Lansing, IL 60438. Mr. Locke's social security number is

There is a problem with information in Mr. Locke's credit report.

Specifically, the Nicor Gas Account should not be listed as his account, should not be listed as his account, should not be listed as derogatory and is not Mr. Locke's responsibility.

First, please find attached correspondence from Nicor dated August 3, 2004 advising that the gas service has been turned off per Mr. Locke's request. Despite this notice, Mr. Locke subsequently received invoices from Nicor for a responsibility that is not his. The property located at 1425 Schilling Ave. was rented to a tenant from on our about July, 2004 and it was the tenant who had the responsibility to pay the Nicor gas bill (please see attached apartment lease and Nicor Gas invoice for the same property).

Mr. Locke has advised that he did not have possession of the property until about March 15, 2007 (please see attached court order). Therefore, Mr. Locke should not responsible for Nicor Gas invoices with respect to the above mentioned time periods.

Please delete any and all listings of a delinquent account with Nicor on Mr. Locke's credit report. We also expect Nicor to stop any further attempts to try to collect on this account.

If you have any questions, please do not hesitate to let us know.

Very truly Yours,

Tamari & Blumenthal, LLC

By:

cc: Nicor Gas

Case 1:08 cv 01653 Document 1-10 Filed 03/20/2008 Page 3 of 7

sent By: SOUTH HOLLAND MORT;

708 339 2500;

31 Oct'07 11:45AM; Job 533; Page 3/3

nicor PO to

Nicor Ray DO Bwy 2020 A morable 6507 2020 Expension 133 com 1888 NICOR 4U

(642-6748)

PAMELA J LOCKE AUBREY D LOCKE

Account: 4

Meter Number 2868349

Residential-Space Heat

(Page 2 of 2)

Before digging on your property, call JULIE at 1 800 892-0123. JULIE notifies Nicor Gas and other utilities so we can mark the location of underground facilities.

As you requested, your this service has been hurned off. We appreciate the opportunity to have provided you with natural gas service and look forward to serving you again in the future. Just a reminder that if you or your family request service for this address within the next 12 months, you will be billed a Monthly Customer Charge for the time your service was off plus a reconnection charge.

Nicus Services Company is increasing your charge for Gas Line ComfortGuard coverage to \$3.95 per month. The charge will take effect beginning with the Octobor 2004 gas bill. For information call 1-888-864-4141

Follit Amount Duc

Date of issue August 3, 2004

-355.64



Exhibit 1

APARTMENT LEASE HEATED, NOT FURNISHED

DATE OF LE SE	TEAM OF LEASE	HONTHLY AENT	SECURITY DEPOSIT.
Aug 1, 2005	August 1, 205 July 31, 2006	\$4 900	1800 -

*IF HONE, WAIT : "NONE". Foregraph 2 of Lease Agreements and Covenants than INAPPLICABLE.

Phyllis Pomber. Librer · 18075 Whoman Lane Chicago Hb. Ic. 60911 BRIGHTUA Lansing , In . 60438 art

is consideration of the anglust agreement and povenants set (orth below (the same being fully included as least of this Least) OWNER hereby leases to TENANT and TENANT hereby leases from OWNER for a private dwelling the Apertment designated above, ingether with the fittings and accessories belonging thereto, for the above Term, All pariles listed above as OWNER and TENANT are herein the individually and collectively at OWNER and TENANT respectively.

ADDITIONAL AGREEMENTS AND COVENANTS (U say) pays all whites, Landlord Pays TENANTO SIGNATURES OWNER(S) (SEAL) (\$8AL) (38AL) (SEAL)

LEASE ACREEMENTS AND COVENANTS

RENT

i. TENANT shall on the first day of each month pay to OWNER or OWNER'S agent (if Lease executed by assent) in advence the rank set forth above at the address as OWNER may designate in writing). The time of each and every payment of rank is of the stance of the Lease.

SECURITY DEPOSIT

In writing). The time of each and every payment of rank is of the stance of the Lease.

2. TENANT has deposited with OWNER the security deposit as a forth above for the parformance of each and every covenent and agreement of the Lease. OWNER shall have the right, but not the obligation, to apply the assurity deposit in which or in setting agreement of each and agreement by TENANT OWNER, and the security of the security deposit. TENANT'S lability is not limited to the amount of the results of the security deposit. On terminating the Lease of Agreement in security of the security deposit or any particular timespelled shall be returned without interest to TENANT's covenants and agreements inapplied thall be returned without interest to TENANT's

FALLE

3. The application for this Laste and all representations and promises annialned therein are harder made a part of this Laste TENANT warrants that information given by TENANT in the application is true. If such information is false, CIWNER may at OWNER'S option terminate this Laste.

CONDITION PARTMENT,

4. TENANT has assemined the Apariment and acknowledges that, except for the work OWNER has agreed to do in the application or otherwise is writing. TENANT is satisfied with the present phytical condition of the Apariment and that acther OWNER nor OWNER's exent have made any representations or promises annearing the physical condition except thouse specifically as forth in this Leere. Upon resonable police from TENANT, OWNER what has been reaged the following properly texcept if repair in exestitates by TENANT analysence willful acts; (a) if furnished by OWNER, the refrigerator, store, six conditioning units and dishwalpher; (b) The plumbing and sixerized and related feeliblists feeliblists and (c) The facer, interior and exterior with, supports, swiling and store to the expense of the foregoing in repair shall not first the obligation of TENANT to pay rent, and TENANT's also remody therefor shall be repowery of destages from OWNER. In the event any repair or replacement is necessitated by regiteened the repowery of destages from OWNER. In the event any repair or replacement is necessitated by regiteened or the face of TENANT. TENANT that comply with all responsibilities imposed on tenants by the applicable Municipal Cade and other regulations. TENANT shall not surfar or somethic any waste in each about the Apartment or the Building and shall at TENANT's appears keep the Apartment in good conductor and repair (sacept to the areas of WNER has in this Lesses preced to make repairs). On semination of the Leas TENANT shall not outer and repair (sacept to the apartment of OWNER has constituted to such work.)

A provided the cost of such work.

USE OF PARTMENT

J. The Apertment that to occupied solely for residence surpose by TENANT, those other persons listed in the application for this Lease, and any children which may be born to or legally adopted by TENANT during the Term. Neither TENANT nor any of these persons shall perform or permit any practice that may demage the reputation of or otherwise be injurious to the Building or the neighborhood, or be disturbing to other language in the rate of insurance on the Building.

GIGNMENT,
JBURTTING,
VBANDONMENT,
ELETTING,
RMINATION
RIGHT OF
DSSESSION,
VE-ENTRY

8. TENANT their neither sublet the Apatiment of any part thread nor assign this Lease nor parmit by any set of details of himself or any person any transfar of TENANT's interest by aparation of law, nor offer the Apartment or any part thereof for lease or sublesse without, in each case, the written consent of OWNER. If TENANT vesseles or abendoms its Anatiment, len [10] days non-accupation being detimed an abandoment, or breaches any covernant or agreement that Anatiment, the partment is a foreign and the case, the written of possession into teners, the property of the partment of the Apartment shell immediately terminate. The mere fatertion of possession the case of the partment of the partment of the case of the ca

Tekations, DDITIONS, TXTURES, FYLIANCES

7. TENANT their make no siterations at sadditions not install not metalisin in the Apariment of any part of the Buikling, interior or asserber, major agailances or devices of any lind without in each case the written consent of OWNER and on the terms and conditions appelled in such written consent all alterations, additions and fixtures (including jocks and polity) their remain as part of the Aparlment unless OWNER otherwise closis.

ACC ESS

2 OWNER, OWNER's agents and any other period authorized by the same shall at any time have the right of free aceas; during the Term to intepect, regals, sites or exhibit the Apariment for sele, and at any time within ninety (30) days prior to the and of the Term to calibil the Apariment for real and to sma. For Real signs in such pieces as OWNER or OWNER's gates shall determine, all without interference of any time and regardless of sometime, by TENANT or others.

TENANT chill pay OWNER one (1) month's real as iliquidated damages for each interference with the rights set forth in

Exhibit

1U: 131ch93ccbb

DALLYZH RELAM GHY

FIRE AND

THANILLE

SURRENDER OF APARTMENT

YAIVERS BY TENANT

9 OWNER shall tornish to and for the use of TENANT, in favores provided for such purpose by OWNER and so other fatures, not and cold water during the Telm and, in radiators or other heading fatures in the Apartment, a resonable amount of heat at teasonable hours from Espiember 13 to lung 1, at restired by the sopplisable Municipal Code, record when preventing heat at the control of the terminal of owners, or decapt during the repeate of the appearance yield in the Building for the furnishing of water and heat.

10. If the Apariment becomes unionanisht by reason of fire, explosion or other escusity. OWNER may at his applied forminate this Lease or repair the Apariment within one hundred (wasty (120) days, if OWNER does not repair the Apariment, within this time, or if the Building is whatly daysrefed, the Term hereby created that eats and determines, if OWNER eats to repair the Apartment the rest that he elected not present of from the date of the fire, and potentially or other easually to the date of recompany, provided that during repair TENANT has vacated the Apartment and removed TENANT's posterior if required by OVNER, The date of recompany shall be the date of notice to TENANT that the Apartment is ready for estampancy.

11. If the whole or any substantial part of the Building is taken or anodemned by any competent nutherly for any public ute or purpose, the Term of this Letre shall end upon, and set before, the date when possession of the part to taken thall be required for such use or purpose, and without apportionment of the award. Current that it best provided as of the date of such termination.

12. At the termination of this Lease by lapse of time or otherwise, TENANT stall yield up immediate possession to OWNER and deliver all keys to OWNER or OWNERS agent at the place where rent is payable. If TENANT falls so to do, TENANT shall for each day TENANT englished to occupy the Apertment pay as liquidated damages a sum equal to the monthly real provided for in this Lease divided by five (3).

1). (a) TENANT'S obligation to pay rent during the Torm or any extension thereof or any holdover tenancy shall not be wrived, released or terminated nor shall the right and power to confess hidgment pursuant to partigraph 17 bereof be wrived or terminated by the service of any five-day notice, demind for possession, notice of termination of tenancy, institution of any solice of termination of tenancy, institution of any solice of termination of tenancy in termination of TENANT'S right of possession.

(b) The payment or reselpt of rest due shall not valve or effect any such gottes, demend, tuit or judgment or la any manner walve, affect, change, modify or after OWNER'S rights or terrecise.

(c) The acceptance of liquidated demages pursuant to paragraph 12 shall not be a waiver by OWNER of the right of manicy, our shall any other set in the apparent affirmance of the tenancy, at the termination of this Lause operate as a waiver of the right to terminate this Lause of payages as an extension thereof, boy hall the gravitation of this Lause of payages as a extension thereof, the hall the gravitation of the space of payages as affect OWNER'S right, at his election, to trust TENANT as a holdover tenant under the terms of this Lause.

(d) TENANT hereby waives any and all notices, cleations, domands and terminations by or from OWNER whether or not provided for by illinois statute, except only if waiver is specifically probabiled by statute

(e) The acceptance by OWNER of rest after it falls due or after haboundee of any breach of this Lesse by TENANT, or the giving of any notice or making of any demand or any other and or weiver by OWNER other than a specific written using or or detains, shall not be constitued as a waiver of any rights of OWNER under this Lesse.

(d) The acceptance by OWNER of rest after it falls due or after haboundee of any break of the constituent of the constit

(1) OWNER'S right and remedics under this Lesse are sumulative. The use of one or more thereof thail not exclude or waive any other right or remedy.

(g) Except only as otherwise toacheatly provided by littlests statute heliter OWNER nor OWNER's agents that be liable for damages to ENANT or to any person slaming through TENANT (nor shall tent be abalad) for damage to lost of praparty wherever located from any cast whitever.

(h) TRNANTS rights under this Leste and any extensions thereof shift be and are subordinated at all times to any present or future mortgages on the real state (or any part of h) on which the Building is situated and to all advances upon the security of such mortgages. TENANT shall esceute any further instruments required by OWNER to effect such subordination of hereby hereaftly appoints OWNER (and it more than one person name appears as OWNER, any one of them) as attorney-in-feet to execute any deliver such instruments in TENANTS name.

14. TEHANT shall pay OWNER all OWNER'S copic, expenses and allorany's feet in and about the enforcement of covenents and agreements of this Lesse.

13. The rules and regulations at the end of this Lease shall be a part of this Lease. TENANT appearants and apremio keep and observe their rules and regulations. TENANT size tavenants and agrees to keep and observe such further reasonable rules and regulations at may later be required by OWNER or OWNER'S agent for the pecersary, proper and orderly care of the Building.

id. All coversals and agreements on this Leuse shall be binding upon and inuse to the beneat of the heirs, executors, administrators, successors, a dissigns of OWNER and TENANT, subject to the restrictions set forth in paragraph 6 bereef.

17. TENANT (and if more than one period's same appears as TENANT, as the of them jointly and severally) unavocably subhorizes any sitioner of any source of record in any State of the United States from time to dive to appear for TENANT (and such of them) in such source, to waive process, service and irisi by jury, to contest judgment in favor of DWNER, OWNER's helis, seesalver, administrations successed or assigns and saling TENANT (and such of them) for any rans and interest due berrunder from TENANT to OWNER and for OWNER's could and reasonable stromey's feet, to waive and relates all errors in such proceedings and all right of spored to an interest due berrunder from the succession of the owner and relates all errors in such proceedings and all right of appeal and it content to an interest due by our proceedings and all right of appeal and it content to an interest due to the formation of the proceedings and all right of appeal and it content to an interest due to the formation of the formation of the proceedings and all right of appeal and it contents to the formation of the proceedings and all right of appeal and it contents to a formation of the proceedings and all right of appeal and its content to an interest due to the formation of the proceedings and all right of appeal and the content to the formation of the proceedings and all rights are the proceedings are the proceedings and all rights are the proceedings are the proceedings are the proceedings are the proceedings and all rights are the proceedings are the proceeding

EXPENSES REGULATIONS

BINDING ON HEIRS, ETC. CONFESSION

RULES AND REGISLATIONS

These rules are for the mutual benefit of all tenants.	Piesse cooperate.	Violations may cause	termination of your La	tut.

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- 2. He awainst of other projections including the anaditioners, established or foliog unionity of utiling their be biseased to be extended from the outside walls of the Applican.
- The TENANT shall are alter buy load or install a pure load at a broader or again disabled on any load of the Apartment without the ordition contains at the OWNER or the OWNER'S seem!
- of the Owners or in companies area;. He want framework for the proplets including withhead or either stillers shall be also do the help, on the stepcase landings, and shall concluding be horn, or that he help of the help of the help of the states from the window or believable of glove site.
- lin noise, much or other counds that he partitied at any time in such meaner as in district of agany what operands of the Buildian.
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TO LOUI COICE FRUM: SOUTH HOLLAND MORT 708 339 2500 TD: 13128932266 P.43/45

www.nicorgas.com/myaccount Annoral 9, 60007-2000

1 888 642-6748 1 888 NICOR 4U Service For: Lester Turnbr Energy Profile Accounts Average Daily Cost Payment Information \$1.00 2006 Previous Bulance 2,14471 2005 \$13.98 Total Payments and Bulunces \$2,144.73 Average Dally Therms Currections 200G 0:96 10/03 Consored Billing -83.61 2005 10.17 \$83.61cr General Adjustments Total Dource Days 12/04-Deposit Tree mail . 16 2006 1,263 S.ther 2005 1,137 For gas service at the following location: Monthly Thorn Usage 1425 Schilling Ave, Chicago Heights 295.2 Meter Reading Meter Number 2868349 1793 Actual Firm! Handing October 5, 2006 Current 1704 Actual Roading - September 1, 2006 Previous: 196.8 Difference: 89 (34 days)

Conversion-to-Flourist: 89 X 1.013 BTU Forms = 90.15 Thorns 92:4 Residential Gas Heat Service Delivery Charges 0.0 Mouthly Customer Charge 27.73 First 20 Therms 62.67 (2) \$0,1557 21 - 50 Timerus 27,48 (2) \$0,0663 9.76 #This Month 1.82 Environmental Cost Recovery 28.77 @ \$0.0029 = 🖸 Last Mussili Environmental Cost Receivery 61,38 @ \$0.0041 -.75 This Minth Last Year 539.64 Natural Gas Cost Visit the "My 28,77 Therena x \$0.59 29,73 Therms x \$0.44 16.97 Account" section of 13.08 15.82 nicorgus.com where 28.77 Therma x \$0.55 2.88 Therms x \$0,67 1.93 you can conveniently: \$47.80 . Pay your hill Taxes . Sign up for email Municipal Unifity Tax \$87.44 @ 5.15% 4.50 reminders, Auto Utility Fund Tax \$87.44 @ 0.1% .09 2.16 Payment and Budget State Revenus Tax 90.15 @ \$0.074 -Plan 54.75 · Make payment \$94.19

arrengements · Submit a meter read

· View your gas use

bistory

Total Current Bill Amount

Total Amount Due Rill Date 12/05/2006, due by 12/27/2006 \$10.42

\$2,155.15



Please detach and return with your payment

Past due belance is \$2061.12 due now. Current bill \$10.42 due by 12/27/2006 Total Amount Disc

\$2,155.15

Lester	Turner
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Indicate amount added for Sharing:

Account

PO BOX 416 AURORA IL 60568-0001

	TUC	יים אשבה צנג מ	13128932266	P.9/45
Grder for Possession	/~·		CCM-N114-15N	/1-2/28/05 (43 480 658)
	IN THE CIRCUIT COUR	TOF COOK COUNTY. I	LINOIS	
	MUNICIPAL DEPARTM		TRICT	bot 2
			CXN	
(dulisen)	Anch			
J		Plaintiff(s)	No. 06 176	6809
)/	v.		1106	
2 hylling	orater Elm.	* all		
or eng		Defendant(s)		
,	ACREED ORDERF	OR POSSESSION		
			/ A	Souls
This cause coming on to t	be heard upon the complaint	of the Plaintiff(s),	Mesey D	r will f
		dau ,	the issues thereof ha	ving been beard and
	P. Could	Co.		والمالة فالأطاق المسادية
determined by	fie (Dies a) (court) (jury)	nd suid (court	(jory)	aving found that the
Plaintiff(s) (little	so. D Fact	,	is/are entitled	to the possession of
the premises described herein.	0.			•
it is therefore orderi	ED AND ADJUDGED:	.7/		
1. That the Plaintiff(s) hav	ed AND ADJUDGED:	e Defendant(s),	Klin Jou	Les:
	Orregions			
	Name The Late	Paintre ?	0. 2000	Comment of the state of
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		Schilling (te		
	Floor - Apt No.	11	el a p ^{el}	
	City - State - Zip:	nago Hireful	3 Jr Covall	
2. That the Plaintiff(s) has	ve and recover of and from t	he Defendant(s),	after Jan	LEZ1
the sum of	POSSESSION O		rost	dollars and costs
	gment is stayed until		(49)	279.80
		1 1	(date)	· · · · · · · · · · · · · · · · · · ·
I hereby certify the above to be	a correct.	Ville !	(Q/11/11/F.	
Dated:(Seet of Cle	ork of Circuit Court)	This ander is the	he ckimmand of the Ci	ouit Court and
(State of Ca	error or order comp		of is Subject to the pen	
Clerk of the Circuit Co	ourt of Cook County Plinois	TO W. ID		
Atty. No.: 5'570 74	# / W	GE FRANK CASTIGLIONE. 1675		
Atty, Name: 11 701016	D. 20 1/10 x 12/			
Atty. for Plaintiff (or) - Pro Se I	Plaintiff:	Detail BROWN		
Lauted	1	DORGINE CIRCUIT COURT		
Address: 12757 5	Leta Barre F Po	ENTY CLERK	الإيمس	
City/State/Zip:	10 60 . D. J. 10080	Judge		Judge'n No.
Telephone: (705) 3	<u> </u>			and the second
nonomm/ r	DONNE ALBERT	IRCUIT COURT OF COO	W COUNTY II IN	ois
DOKULEYE	SKO MIN, CHARICK OF THE C	woork coom or coo	a counti, illum	

Page / of /

JUDGE DER-YEGHIAYAN MAGISTRATE JUDGE NOLAN

EXHIBIT

J



507 Prudential Road Horsham, PA 19044

1-866-305-9426 Office Hours: 8:00 a.m. - 9:00 p.m. Monday through Thursday, 8:00 a.m. - 5:00 p.m. Friday, 8:00 a.m. - 12:00 noon Saturday

October 2, 2007

Aubrey D. Locke 18075 Whitman Lane Lansing, IL 60438

Re: Our Reference No(s).

Creditor(s)

Nicor Gas 1844

Ferry Road, Naperville, IL 60563

Account No.:

Dear Aubrey D. Locke:

Thank you for your inquiry regarding the above-referenced account. Please be advised that the above-referenced account is closed in our office. Further inquiry regarding the underlying debt may be directed to Nicor Gas.

According to our files, we have not reported the above-referenced account to a credit bureau. Please be advised that NCO Financial Systems, Inc. cannot effect a change to how any other company or entity may have listed the account on your credit profile.

We appreciate the opportunity to respond to your inquiry.

Veryltrilly yours,

Jamal Hutchinson
Incoming Data Management

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

Calls to or from NCO Financial Systems, Inc. may be monitored or recorded for quality assurance.